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2 IN RE: :  
3 ARTICLE 9 SALE FOR COLLATERAL OWNED :  
4 BY DORCHESTER RECEIVABLES II, LLC; :  
5 SPLCSS II, LLC; AND SIGNAL SML, LLC :  
6 (COLLECTIVELY, THE "COMPANIES") :  
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FORECLOSURE AUCTION

14

New York, New York

15

Thursday, May 15, 2025

16

10:51 a.m.

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23 Job No.: 584456

24 Pages: 1 - 15

25 Recorded By: Enrique Casas

Transcript of Foreclosure Auction  
Conducted on May 15, 2025

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1 Foreclosure Auction, held at the location of:

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4 PAUL HASTINGS LLP

5 200 Park Avenue

6 New York, New York 10166

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11 Pursuant to agreement, before Enrique Casas,

12 Notary Public in and for the State of New York.

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Conducted on May 15, 2025

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A P P E A R A N C E S

WILLIAM REILY, ESQUIRE - Paul Hastings LLP  
ROGER SCHWARTZ, ESQUIRE - Paul Hastings LLP  
KATIE L. SCHWARTZ, ESQUIRE - Smith, Gambrell  
& Russell, LLP  
SEAN HORNER - B. Riley Advisory Services  
WAYNE P. WEITZ, CTP - B. Riley Advisory  
Services

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E X H I B I T S  
(None marked)

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1 P R O C E E D I N G S

2 (Whereupon, the court reporter was duly  
3 sworn.)

4 MR. REILY: All right. My name is Will  
5 Reily, and I am an attorney with Paul Hastings,  
6 LLP, Counsel for Leadenhall Life Insurance Linked  
7 Investments Fund, PLC, the Collateral Agent. The  
8 date today is April 15th, 2025 [sic], and we are at  
9 the offices of Paul Hastings in New York City. I  
10 note for the record that present here in the  
11 conference room today are my colleague and partner  
12 at Paul Hastings, Roger Schwartz. And let's take a  
13 moment and go around the room and state our name  
14 for the record.

15 MR. HORNER: Sean Horner from B. Riley.

16 MR. REILY: On behalf of or here  
17 representing?

18 MR. HORNER: B. Riley.

19 MR. REILY: Okay.

20 MS. SCHWARTZ: Katie Schwartz from Smith  
21 Gambrell on behalf of the borrowers.

22 MR. REILY: Okay.

23 MS. SCHWARTZ: Yeah.

24 MR. REILY: Thank you. And we also  
25 have Enrique Casas from Planet Depositions for the

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1 transcription this morning. Time is 10:53 a.m.  
2 Eastern.

3 Okay. So we are -- we are here -- we've  
4 -- we're here convened for the Article 9 sale of  
5 the assets of each of Dorchester Receivables II,  
6 LLC, a Delaware Limited Liability Company, who  
7 hereinafter shall be referred to as Dorchester and  
8 whose assets shall be referred to as the Dorchester  
9 Collateral; SPLCSS 3, LLC, a Delaware Limited  
10 Liability Company, who hereinafter shall be  
11 referred to as SPLCSS and whose assets shall be  
12 referred to as the SPLCSS Collateral; and third,  
13 Signal SML 4, LLC, a Delaware Limited Liability  
14 Company, who hereinafter shall be referred to as  
15 Signal, and, together with Dorchester and SPLCSS,  
16 shall be referred to as the Companies, and whose  
17 assets shall be referred to as the Signal  
18 Collateral, and together with the Dorchester  
19 Collateral, the SPLCSS Collateral shall be referred  
20 to collectively as the Sale Collateral.

21 The foregoing Sale Collateral is  
22 being offered for sale by Leadenhall Life Insurance  
23 Linked Investments Fund, PLC as the Collateral  
24 Agent, hereinafter referred to as the Collateral  
25 Agent, under that certain loan and security

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1 agreement dated as of May 7th, 2021, as amended,  
2 restated, amended and restated, extended,  
3 supplemented, or otherwise modified in writing from  
4 time to time, the Loan Agreement, by and among  
5 Dorchester Receivables II, LLC, SPLCSS 3, LLC, and  
6 Signal SML 4, LLC, and each of the other borrowers  
7 party thereto, the Lenders from time to time party  
8 thereto, hereinafter the Lenders, Leadenhall  
9 Capitol Partners, LLP, as the Administrative Agent,  
10 Leadenhall Life Insurance Linked Investments Fund,  
11 PLC, as the Collateral Agent, the servicer from  
12 time to time party thereto, and the Seller from  
13 time to time party thereto.

14 On May 1st, 2025, the Collateral Agent  
15 delivered notice of the foreclosure auction, this  
16 foreclosure auction to each of Dorchester  
17 Receivables II, LLC; SPLCSS 3, LLC; and Signal SML  
18 4, LLC. This auction is a public foreclosure sale  
19 being conducted by the Collateral Agent pursuant to  
20 the Loan Agreement and the other transaction  
21 documents as defined therein and in accordance with  
22 Section 9-610 of the Uniform Commercial Code, the  
23 State of New York, the Sale Collateral being sold  
24 today or the Lender's collateral under the Loan  
25 Agreement, bidders may -- may bid separately on the

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1     Dorchester Collateral, SPLCSS Collateral or Signal  
2     Collateral or, in the aggregate, on all of the sale  
3     collateral.

4             On May 1st, 2021, pursuant to 9-611  
5     of the Uniform Commercial Code, a Notice of Public  
6     Disposition of Collateral was emailed and mailed to  
7     the Companies, which the Companies' Counsel has  
8     acknowledged receiving in a call with Paul Hastings  
9     on May 10th, 2025. On each of May 5th, 2025, May  
10    9th, 2025, May 12th, 2025, and yesterday, May 14th,  
11    2025, a Notice of Public Disposition of Collateral  
12    was published in the New York Times in both print  
13    and online electronic editions.

14            I first would like to note that the  
15    public notice of disposition for this auction  
16    expressly stated that persons interested in  
17    participating in this auction should contact my  
18    partners and colleagues, Roger Schwartz and Geoff  
19    King, at their email addresses set forth therein;  
20    however, no persons other than those noted on the  
21    record at the outset of these sales this morning  
22    contacted neither of my colleagues, nor myself, for  
23    information about this auction at any time prior to  
24    the commencement hereof. Notwithstanding the  
25    foregoing, the Lenders have agreed to allow persons



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1 present for the auction today to make bids for the  
2 Sale Collateral in accordance with the following  
3 ground rules:

4 All bids must be for 100 percent cash  
5 consideration. The auction shall continue until  
6 the Collateral Agent, at the direction of the  
7 required Lenders, determines that there is only one  
8 bid that is the highest or otherwise best offer  
9 from among the bid submitted and that is acceptable  
10 to the Collateral Agent at the direction of the  
11 required Lenders, or two, further bidding is  
12 unlikely to result in such a bid.

13 As this is a public foreclosure sale in  
14 accordance with 9-610 of the Uniform Commercial  
15 Code, the Lenders are entitled to credit bid the  
16 obligations outstanding under the Loan Agreement.  
17 In selecting the prevailing bid, the Collateral  
18 Agent, acting at the direction of the required  
19 Lenders, may consider any and all relevant factors,  
20 including, without limitation, the amount of the  
21 purchase price, the likelihood of each potential  
22 bidder's ability to consummate the purchase, any  
23 risk associated with consummating the purchase, the  
24 timing thereof, any closing conditions or other  
25 impediments to closing, including -- including

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1 obtaining regulatory consent, and the net benefit  
2 to the Lenders and the Companies.

3 Any bid made at the auction subsequent  
4 to the first bid received must remain open and be  
5 binding on the potential bidder, which shall be  
6 confirmed by the potential bidder at the time the  
7 bid is made until and unless the Collateral Agent,  
8 acting at the direction of the required Lenders,  
9 accept a higher bid from another potential bidder.  
10 The amount of any bid must be at least \$500,000  
11 over the previously submitted bid.

12 The Collateral Agent, acting at the  
13 direction of the required Lenders, reserves the  
14 right to accept or reject any bid and to terminate  
15 or adjourn the auction to another date, time and/or  
16 place, and the Collateral Agent shall not be  
17 obligated to sell any collateral other than at the  
18 direction of the required Lenders. The sale of the  
19 -- the Sale Collateral will be subject to all  
20 applicable third-party consents and regulatory  
21 approvals, if any. The Sale Collateral will be  
22 sold pursuant to appropriate transfer documents on  
23 an as-is, where-is basis and without  
24 representations or warranties of any kind or nature  
25 whatsoever, including, without limitation, any

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1 representation or warranty of -- of merchantability  
2 or fitness for a particular purpose.

3           There will be no warranty relating to  
4 possession, quiet enjoyment, or the like in the  
5 disposition. There will be no representations or  
6 warranties related to any assets owned by or  
7 liabilities of any legal entity included in the  
8 Sale Collateral. The winning bidder will be  
9 required to fund a deposit equal to 10 percent of  
10 the winning bid no later than 5:00 p.m. Eastern  
11 Standard Time on the first business day immediately  
12 after the day of the conclusion of this auction.  
13 Such deposits will be subject to forfeiture by the  
14 winning bidder, if the winning bidder shall fail to  
15 pay the balance of the winning bid amount in full,  
16 in cash, within 10 days following the date of the  
17 conclusion of this auction.

18           Just move to the next -- yeah. Okay. So  
19 I think at this point, we will open the auction.  
20 As a reminder, the Collateral Agent, on behalf of  
21 the Lenders, is permitted to credit bid its  
22 obligations under the Loan Agreement for the sale  
23 of collateral and may do so either before or after  
24 the close of bidding. So at this point we would  
25 open the auction to anybody who would like to

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1 submit a bid for the Sale Collateral. All right.  
2 Just acknowledging for the record that no bids have  
3 been submitted.

4 MS. SCHWARTZ: Is there a point at which  
5 I could ask a few questions to the extent anything  
6 is not covered in -- in the -- the script?

7 MR. REILY: Yeah. I'll just get through  
8 the script. We can try at the end. All right. A  
9 bid of \$1 USD was submitted by the Collateral Agent  
10 at the direction of the required Lenders as a  
11 credit bid of the obligations due and owing under  
12 the Loan Agreement by the Collateral Agent on  
13 behalf of the Lenders for the right, title, and  
14 interest in each of Dorchester Collateral, SPLCSS  
15 Collateral, and Signal Collateral, for an aggregate  
16 bid of \$3, that is, \$1 for each.

17 At this point, I would like to open the  
18 auction to anybody who would like to submit an  
19 overbid. Hearing none, subject to further  
20 adjustment with respect to additional purchase  
21 price -- we're talking about purchase price, that  
22 is, \$3 and aggregate purchase price, subject to  
23 further adjustment with respect to additional  
24 credit bid amounts. Okay. There were no other  
25 bids that were higher or better.

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1           After having considered all of the bids,  
2           the Collateral Agent has determined that the credit  
3           bid submitted by the Collateral Agent is the  
4           highest or otherwise best bid and the winning bid.  
5           For the record, it is intended that collections are  
6           made -- as collections are made on the secured  
7           assets in the ordinary course, the outstanding  
8           obligations under the Loan Agreement shall be  
9           adjusted accordingly and consistent with the terms  
10          and conditions of the Loan Agreement.

11           It is now 11:03 a.m. I declare the  
12          auction closed. I'll request the court --

13           MR. SCHWARTZ: Before we do that --  
14          yeah. You -- that's fine.

15           MR. REILY: Pause? Yeah, we'll just  
16          have a transcript.

17           MR. SCHWARTZ: Okay. Hold on.

18           MR. REILY: Yeah.

19           MR. SCHWARTZ: Off the record.

20           MR. REILY: Off the record.

21           (Off the record at 11:03 a.m.)  
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1 CERTIFICATE OF COURT REPORTER - NOTARY PUBLIC

2 I, Enrique Casas, the officer before  
3 whom the foregoing proceedings were taken, do hereby  
4 certify that any witness(es) in the foregoing  
5 proceedings were fully sworn; that the proceedings  
6 were recorded by me and thereafter reduced to  
7 typewriting by a qualified transcriptionist; that  
8 said digital audio recording of said proceedings  
9 are a true and accurate record to the best of my  
10 knowledge, skills, and ability; and that I am  
11 neither counsel for, related to, nor employed by  
12 any of the parties to this case and have no  
13 interest, financial or otherwise, in its outcome.

14  
15 

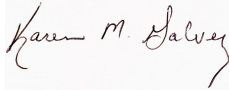
16 \_\_\_\_\_  
17 ENRIQUE CASAS, NOTARY PUBLIC

18 FOR THE STATE OF NEW YORK

19 May 19, 2025  
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CERTIFICATE OF TRANSCRIBER

I, Karen M. Galvez, do hereby certify  
that this transcript was prepared from the digital  
audio recording of the foregoing proceeding; that  
said proceedings were reduced to typewriting under  
my supervision; that said transcript is a true and  
accurate record of the proceedings to the best of  
my knowledge, skills, and ability; and that I am  
neither counsel for, related to, nor employed by  
any of the parties to the case and have no  
interest, financial or otherwise, in its outcome.



KAREN M. GALVEZ  
PLANET DEPOS, LLC  
May 19, 2025